

Note Court's changes in red

JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES WATERKEEPER, a  
California non-profit association,

Plaintiff,

v.

PACIFIC MARITIME GROUP, INC., a  
California corporation,

Defendant.

Case No.: 2:24-cv-05425-ODW (AJRx)

~~[PROPOSED]~~ **CONSENT DECREE**

**CONSENT DECREE**

**WHEREAS**, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, with its main office in Los Angeles, California;

**WHEREAS**, LA Waterkeeper is dedicated to the preservation, protection and defense of the surface, ground, coastal and ocean waters of Los Angeles County from all sources of pollution and degradation;

**WHEREAS**, Defendant PACIFIC MARITIME GROUP, INC. (“Defendant”) owns and operates a facility at 1512 West Pier C Street, Berth C58 in Long Beach, California, under Waste Discharger Identification number 4 19I025547 (“Facility”);

**WHEREAS**, the Facility’s industrial activities consist of tugboat docking and maintenance activities, including engine repair, systems repair, and painting of tugboats, crew boats, and barges; maintenance of forklifts, cranes, and trucks; and welding and fabrication of specialized equipment. The Facility is categorized under Standard Industrial Classification (“SIC”) Code 4492, covering Towing and Tugboat Services;

**WHEREAS**, storm water discharges associated with industrial activity at the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board], Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ and 2018-0028-DWQ incorporating: 1) Federal Sufficiently Sensitive Test Method Ruling; 2) Total Maximum Daily Load Implementation Requirements; and 3) Statewide Compliance Options Incentivizing On-Site or Regional Storm Water Capture and Use, at the Facility (“General Permit” or “Permit”),<sup>1</sup> and the Federal

---

<sup>1</sup> Any references to the “General Permit” or “Permit” herein shall be to the then-effective version, regardless of whether such changes are the result of amendments, revisions, reissuance, or similar modification of material terms. Any reference in this Consent Decree to specific sections or subsections of the General Permit that are moved, modified, or otherwise changed in a subsequent version of the General Permit shall be to such subsequent reference(s) as if set forth herein, e.g., the current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split into a new §XI.B.6.c and §XI.B.6.d.

1 Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or  
2 “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

3 **WHEREAS**, Defendant’s operations at the Facility result in discharges of  
4 pollutants into waters of the United States and are regulated by the Clean Water Act  
5 Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

6 **WHEREAS**, the General Permit requires all permittees, including Defendant,  
7 to comply with, inter alia, the following mandates: (1) develop and implement a  
8 storm water pollution prevention plan and a storm water monitoring implementation  
9 plan, (2) control pollutant discharges using, as applicable, best available technology  
10 economically achievable or best conventional pollutant control technology to prevent  
11 or reduce pollutants through the development and application of Best Management  
12 Practices, which must be detailed in and timely updated in the SWPPP, (3) reduce and  
13 eliminate discharges necessary to comply with any and all applicable Water Quality  
14 Standards, and (4) implement a monitoring and reporting program, including the  
15 MIP, designed to assess compliance with the Permit;

16 **WHEREAS**, on April 23, 2024, Plaintiff issued a notice of intent to file suit  
17 (“60-Day Notice Letter”) to Defendant, its registered agent, the Administrator of the  
18 United States Environmental Protection Agency (“EPA”), the Executive Director of  
19 the State Water Resources Control Board (“State Board”), the Executive Director  
20 Los Angeles Regional Water Quality Control Board (“Regional Board”), and the  
21 Regional Administrator of EPA Region IX, alleging violations of the Clean Water  
22 Act and the General Permit;

23 **WHEREAS**, on ~~[DATE]~~ <sup>June 26, 2024</sup>, LA Waterkeeper filed a complaint against  
24 Defendant in the Central District of California (“Court”), Civil Case No. ~~[CASE~~  
25 ~~NUMBER]~~ (“Complaint”); <sup>24-cv-05425-ODW (AJRx)</sup>

26 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit  
27 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains  
28 and surface waters, including the Los Angeles/Long Beach Inner Harbor, which

1 flows into the Los Angeles/Long Beach Outer Harbor and San Pedro Bay  
2 (collectively, “Receiving Waters”);

3 **WHEREAS**, Plaintiff and Defendant (collectively, “Settling Parties” or  
4 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree  
5 setting forth terms and conditions appropriate to resolving the allegations set forth in  
6 the 60-Day Notice Letter and Complaint without further proceedings;

7 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree  
8 shall be made in compliance with all applicable federal, state and local laws, rules  
9 and regulations.

10 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**  
11 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**  
12 **FOLLOWS:**

13 1. The Court has jurisdiction over the subject matter of this action pursuant  
14 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

15 2. Venue is appropriate in the Central District Court pursuant to Section  
16 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the  
17 alleged violations are taking place is located within this District.

18 3. The Complaint states a claim upon which relief may be granted against  
19 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

20 4. LA Waterkeeper has standing to bring this action.

21 5. The Court shall retain jurisdiction over this action for purposes of  
22 interpreting, modifying, or enforcing the terms of this Consent Decree, or as long  
23 thereafter as necessary for the Court to resolve any motion to enforce this Consent  
24 Decree, but only regarding issues raised within the Term (as defined below) of this  
25 Consent Decree.

26 **I. OBJECTIVES**

27 6. It is the express purpose of the Settling Parties through this Consent  
28 Decree to further the objectives of the Clean Water Act, and to resolve all issues

1 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These  
2 objectives include compliance with the provisions of this Consent Decree,  
3 compliance with all terms and conditions of the General Permit, and compliance with  
4 all applicable sections of the CWA.

5 7. In light of these objectives and as set forth fully below, Defendant agrees  
6 to comply with the provisions of this Consent Decree, terms and conditions of the  
7 General Permit, and all applicable sections of the CWA at the Facility.

## 8 **II. AGENCY REVIEW AND DEFINITIONS**

### 9 **A. AGENCY REVIEW OF CONSENT DECREE**

10 8. Agency Review. Plaintiff shall submit this Consent Decree to the United  
11 States Department of Justice and the EPA (the “Federal Agencies”) for agency review  
12 consistent with 40 C.F.R. § 135.5. The agency review period expires forty-five (45)  
13 calendar days after receipt by the Federal Agencies, as evidenced by certified return  
14 receipts, or upon the date that the Federal Agencies provide a no objection letter,  
15 whichever is earlier (“Agency Review Period”). In the event that the Federal  
16 Agencies object to entry of this Consent Decree or to any portion of this Consent  
17 Decree, the Parties agree to meet and confer to attempt to resolve the issue(s) raised  
18 by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised by the  
19 Federal Agencies in their comments, the Parties agree to expeditiously seek a  
20 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

21 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the  
22 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s  
23 calendar with the 45-day review period.

24 10. Entry of Consent Decree. Following the expiration of the Agency  
25 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

### 26 **B. DEFINITIONS**

27 11. Unless otherwise expressly defined herein, terms used in this Consent  
28 Decree which are defined in the CWA or in regulations or rules promulgated under

1 the CWA have the meaning assigned to them in the statutes or regulations or rules.  
2 Whenever terms listed below are used in this Consent Decree, whether or not  
3 capitalized, the following definitions apply:

- 4 a. “BAT” means the Best Available Technology Economically  
5 Achievable.
- 6 b. “BCT” means the Best Conventional Pollutant Control  
7 Technology, and collectively with BAT is referred to herein as  
8 “BAT/BCT.”
- 9 c. “BMPs” means Best Management Practices as defined in  
10 Attachment C (Glossary) of the General Permit.
- 11 d. “Consent Decree” means this Consent Decree and any  
12 attachments or documents incorporated by reference.
- 13 e. “Day” means a calendar day. In computing any period of time  
14 under this Consent Decree, where the last day of such period is a  
15 Saturday, Sunday, or Federal or State Holiday, the period runs  
16 until the close of business on the next day that is not a Saturday,  
17 Sunday, or Federal or State Holiday.
- 18 f. “Design Storm” means the volume and flow rate of runoff  
19 produced from an 85th percentile, 24-hour storm event as defined  
20 in General Permit Section X.H.6.
- 21 g. “Discharge Point” means each discharge location designated in  
22 the then-current SWPPP for the Facility.
- 23 h. “Effective Date” means the effective date of this Consent Decree,  
24 which shall be the date of full execution by the Parties.
- 25 i. “Entry Date” means the day this Consent Decree is approved and  
26 entered by the Court.
- 27 j. “Forecasted Rain Event” means a forecasted rain event with a fifty  
28 percent (50%) or greater probability of precipitation above 0.1

1 inches in a 24-hour period as determined by the National Oceanic  
2 and Atmospheric Administration (<http://forecast.weather.gov/>) for  
3 “Inner Harbor, Long Beach, California”<sup>2</sup>.

4 k. “Gutter” means trough or channel located off the dock and behind  
5 the wailer/wood fender system.

6 l. “MIP” means a Monitoring Implementation Plan.

7 m. “PPT” means Pollution Prevention Team.

8 n. “Qualified Industrial Storm Water Practitioner” or “QISP” shall  
9 have the definition set forth in Section IX.A.1 of the General  
10 Permit.

11 o. “Qualifying Storm Event” or “QSE” shall have the definition set  
12 forth in Section XI.B.1 of the General Permit.

13 p. “Reporting Year” means the period from July 1 of a given  
14 calendar year to June 30 of the following calendar year.

15 q. “SMARTS” means the California State Water Resources Control  
16 Board’s Stormwater Multiple Application and Report Tracking  
17 System.

18 r. “SWPPP” means a Storm Water Pollution Prevention Plan.

19 s. “Term” means the period between the Effective Date and the  
20 “Termination Date.”

21 t. “Termination Date” means the latest of:

22 i. June 30 following three (3) years from the Effective Date;

23 ii. seven (7) days from the conclusion of any proceeding or  
24 process to enforce the Consent Decree initiated prior to  
25 June 30 following three (3) after the Effective Date; or  
26

27  
28 <sup>2</sup> Available at <https://forecast.weather.gov/MapClick.php?lat=33.7692&lon=-118.2234&unit=0&lg=english&FcstType=graphical>.

1                   iii.     seven (7) days from Defendant's completion of all  
2                             payments and other affirmative duties required by this  
3                             Consent Decree.

4                   u.     "Wet Season" means the period beginning October 1st of any  
5                             given calendar year and ending May 31st of the following  
6                             calendar year.

7     **III.    COMMITMENTS OF THE SETTLING PARTIES**

8             **A.     STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES**

9             12.    Non-Storm Water Discharge Prohibition. Any unauthorized non-storm  
10                   water discharge, as defined in the General Permit, shall be a violation of this Consent  
11                   Decree.

12            13.    Current and Additional Best Management Practices. At all times,  
13                   Defendant shall implement BMPs identified in its SWPPP and BMPs described  
14                   herein, and shall develop and implement additional BMPs as necessary to comply  
15                   with the provisions of this Consent Decree and the General Permit, including but not  
16                   limited to those (1) necessary to comply with BAT/BCT-level pollutant reductions;  
17                   and (2) the General Permit's Receiving Water Limitations, which require that  
18                   discharges from the Facility "not cause or contribute to an exceedance of any  
19                   applicable water quality standards" contained in a Statewide Water Quality Control  
20                   Plan or the applicable Regional Board's Basin Plan.

21            14.    Evidence of Precipitation. Data collected and reported by the Port of  
22                   Long Beach shall be conclusive of precipitation quantities and timing for all purposes  
23                   of this Consent Decree. In the event the Port of Long Beach ceases the collecting  
24                   and/or public reporting of precipitation data, then within ten (10) days of learning that  
25                   the Port of Long Beach is no longer collecting and/or reporting such data, Defendant  
26                   shall install and maintain an electronic rain gauge/sensor at the Facility capable of  
27                   measuring precipitation down to at least 0.1 inches, and record start/stop times for all  
28                   rain events. Then, for the remainder of the Term, Defendant shall collect data using



1 the gauge/sensor for all precipitation events to the nearest 0.1 inch, including  
2 start/stop times, and such data shall be conclusive of precipitation quantities and  
3 timing for purposes of this Consent Decree.

4 15. Structural and Non-Structural BMPs for the Facility. As soon as possible  
5 but no later than forty-five (45) days of the Effective Date, unless otherwise noted,  
6 Defendant shall develop and implement the following BMPs at the Facility:

- 7 a. Repaint all galvanized roof and siding surfaces from which storm  
8 water contacts and flows into any drainage area to prevent zinc  
9 discharge;
- 10 b. Implement a sweeping program using mechanical sweeping on all  
11 paved areas twice per month, as well as using best efforts to do so  
12 within twenty-four (24) hours of a Forecasted Rain Event when  
13 there has not been a rain event and the Facility has not been swept  
14 in the prior forty-eight (48) hours. On the same schedule,  
15 Defendant shall use a blower to direct debris from areas the  
16 mechanical sweeper cannot access areas to areas the mechanical  
17 sweeper can access employ, and/or otherwise employ hand  
18 sweeping and/or vacuuming in areas the mechanical sweeper  
19 cannot access;
- 20 c. Permanently remove all metal materials from the access  
21 road/driveway;
- 22 d. Extend the cover where welding takes place to also cover the  
23 adjacent storage area to prevent contact with rainwater;
- 24 e. Employ and secure new wattles/filters/filtration socks (biochar or  
25 other equivalent media) to remove sediments and metals in storm  
26 water discharged from the Facility, and configure such  
27 wattles/filters/socks to achieve maximum contact time with storm  
28 water prior to discharge, *i.e.*, in multiple layers and/or overlapping

1 formations. Defendant shall, thereafter, employ and secure new  
2 wattles/filters/socks in the same manner annually prior to the start  
3 of the Wet Season, no later than September 15<sup>th</sup>;

- 4 f. During the Wet Season, and as necessary, replace all  
5 wattles/filters/socks when degraded or ineffective, including  
6 without limitation when there are rips, tears or other visual  
7 damage, and/or sampling data demonstrating the  
8 wattles/filters/socks are not sufficiently reducing pollutant  
9 concentrations;
- 10 g. Install wattles and/or filtration socks at the western perimeter of  
11 the Facility adjacent to the spud barge and where the Aeras barge  
12 is docked, including specifically on the walkway adjacent to  
13 where the Aeras barge is docked;
- 14 h. Institute a formal pre-rain protocol throughout the Wet Season to  
15 be implemented within twenty-four (24) hours prior to a  
16 Forecasted Rain Event, involving inspection of any filters and  
17 wattles deployed at the site, removal of any exposed waste  
18 material, relocation of uncontained or uncovered debris bins and  
19 trash cans under cover; and cleaning the gutter that runs along the  
20 length of the pier;
- 21 i. Within twenty-four (24) hours prior to a Forecasted Rain Event, to  
22 the fullest extent feasible, cover all industrial materials,  
23 equipment, crane scaffolding, debris, scrap bins, trash cans, and  
24 all other areas of temporary storage, with tarps, lids, or other  
25 coverings sufficient to prevent exposure to rainfall, including  
26 without limitation those stored outside and where roof protection  
27 is inadequate, or otherwise move them into a covered structure  
28 adequate to prevent exposure to rainfall;

- 1 j. Calculate the capacity of the gutter that runs the length of the pier  
2 and provide Plaintiff with a copy of such calculations. If the gutter  
3 is not of sufficient capacity to direct the flow of a Design Storm  
4 rain event, then as soon as possible but not later than ~~October 1,~~ December 1, 2024  
5 2024, Defendant shall increase the capacity of the gutter to meet  
6 the Design Storm standard, for example by deepening the trough  
7 or developing an alternative configuration;
- 8 k. Prior to the start of each Wet Season, annually by September 15<sup>th</sup>,  
9 Defendant shall conduct a thorough cleaning of the gutter that  
10 runs the length of the pier to remove built-up materials. During the  
11 Wet Season, Defendant shall clean the gutter to remove  
12 accumulative materials at least once per week, within twenty-four  
13 (24) hours prior to a Forecasted Rain Event, and otherwise as  
14 needed. All collected solids shall be properly disposed of;
- 15 l. Institute an equipment and vehicle maintenance program that  
16 ensures:
- 17 i. no maintenance activities occur outdoors during rain events  
18 of 0.1 inches or more, unless such maintenance is required  
19 for safe operation of the Facility, *e.g.*, the forklift breaks  
20 down in a location that prevents ingress/egress;
- 21 ii. maintenance activities occur only in designated work areas  
22 or beneath covered maintenance areas; and
- 23 iii. when maintenance activities must be performed outdoors,  
24 action shall be taken to immediately contain, capture, and  
25 clean up any discharge or spills of waste fluids to the  
26 ground; and
- 27 m. Within seven (7) days of each of the above BMPs being  
28 implemented, Defendant shall confirm to LA Waterkeeper in

1 writing, with photographs, that such BMP has been implemented  
2 as set forth above.

3 **B. SAMPLING AT THE FACILITY**

4 16. Defendant shall develop a monitoring program consistent with the  
5 General Permit. During the Term, Defendant shall collect samples of storm water  
6 discharge from each Discharge Point from at least four (4) Qualifying Storm Events  
7 per Reporting Year, including, at minimum, the first two (2) Qualifying Storm Events  
8 during the first half of the Reporting Year and the first two (2) Qualifying Storm  
9 Events during the second half of the Reporting Year. Such sampling shall take place  
10 as soon as possible within the four (4) hour period required by the General Permit §  
11 XI.B.5. If Defendant would have been required to collect samples during a rain event  
12 pursuant to this Consent Decree had such rain event produced a discharge, but  
13 Defendant did not collect samples because such rain event did not produce a  
14 discharge, then Defendant shall document the inability to sample by taking  
15 photographs during the rain event of each Discharge Point from which no discharge  
16 occurred. Defendant shall submit such photographs to LA Waterkeeper by email,  
17 along with rain data from the Port of Long Beach (or rain gauge/sensor data, as  
18 applicable pursuant to Paragraph 14 above) for the date of such rain event, within five  
19 (5) days of a written request for such records by LA Waterkeeper.

20 17. Sampling Parameters. All samples collected pursuant to this Consent  
21 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should  
22 Defendant intend to conduct sampling for any additional parameters that are listed in  
23 40 C.F.R. § 131.38 and/or in the General Permit for any reason, including without  
24 limitation as a result of changed operations, a revised pollutant source assessment, or  
25 a new mandate from a regulatory agency, such parameter shall be incorporated into  
26 this Consent Decree as if listed in Table 1 for all purposes, including any Action Plan  
27 requirements (as defined below). Defendant shall immediately notify LA  
28 Waterkeeper of its intent to conduct sampling for any such additional parameters and

1 the Parties shall meet and confer regarding the applicable Table 1 limit for such  
2 purposes within ten (10) days of such notification.

3 18. Laboratory and Holding Time. Except for pH samples, Defendant shall  
4 deliver all samples to a California-certified environmental laboratory for analysis  
5 within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be  
6 completed onsite using a portable instrument that is calibrated and used according to  
7 the manufacturer's instructions.

8 19. Detection Limit. Defendant shall request that the laboratory use  
9 analytical methods adequate to detect the individual pollutants at or below the values  
10 specified in the General Permit and Table 1 below.

11 20. Reporting. Defendant shall provide complete laboratory results of all  
12 samples collected at the Facility to SMARTS in accordance with the General Permit,  
13 and shall provide copies to LA Waterkeeper within ten (10) days of receiving the  
14 laboratory report with the results.

15 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

16 21. Table 1 Numeric Limits. Defendant shall develop and implement BMPs  
17 for storm water discharges from the Facility that reduce pollutant concentrations to  
18 levels below those in Table 1.

**TABLE 1<sup>3</sup>**

<b>Analytes</b>	<b>Values</b>	<b>Source of Limit</b>
TSS	100 mg/L (annual) 400 mg/L (instantaneous)	General Permit NAL
Oil & Grease	15 mg/L (annual) 25 mg/L (instantaneous)	General Permit NAL
Copper	0.0058 mg/L (instantaneous)	General Permit Harbor Waters Final TNAL
Zinc	0.095 mg/L (instantaneous)	General Permit Harbor Waters Final TNAL
Iron	1.0 mg/L (annual)	General Permit NAL
Aluminum	0.75 mg/L (annual)	General Permit NAL
Lead	0.221 mg/L (instantaneous)	General Permit Harbor Waters Final TNAL
pH	6.5-8.5 s.u. (instantaneous)	Basin Plan

22. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as any of the following:

- a. Where the sampling result is greater than or equal to the sum of the concentrations of any pollutant in any storm water sample and all prior storm water samples collected for the same pollutant in the same Reporting Year demonstrate that the annual average for that pollutant will exceed the applicable annual Numeric Limit specified in Table 1 if that pollutant is sampled four (4) times in that Reporting Year;<sup>4</sup>

<sup>3</sup> The numeric limits listed in Table 1 are for reference only, and the Table 1 limit applicable to each parameter shall be the then-effective limit provided by the applicable source, e.g., if the NAL for iron is either increased to 1.1 mg/L or decreased to 0.9 mg/L, such new NAL, and not 1.0 mg/L, shall be used as the Table 1 limit for the purposes of this Consent Decree as if set forth herein. If the source of a limit in Table 1 is revised to no longer provide a limit for a given parameter, e.g., the NAL for iron being removed, then the Parties shall meet and confer regarding the applicable Table 1 limit for such parameter for the purposes of this Consent Decree.

<sup>4</sup> E.g., there is an “Exceedance” at a facility with two sampling points (a) where a sample from sampling point #1 during the first QSE of a Reporting Year has a concentration for iron of 10 mg/L, and also (b) where samples from both sampling points #1 and #2 during the first, second, and third QSEs each have concentrations for iron of 2 mg/L, 0.5 mg/L, and 2.5 mg/L, respectively, because, in either scenario, the annual average for iron in that Reporting Year based on four QSEs would be at minimum 1.25 mg/L regardless of the concentrations in further samples.

- 1           b.     If any pollutant is sampled fewer than four (4) times from all  
2                 sampling points in a Reporting Year, and there was otherwise no  
3                 Exceedance for that pollutant pursuant to paragraph 23.a above,  
4                 then where the average concentration of that pollutant from all  
5                 storm water samples during that Reporting Year exceeds the  
6                 applicable annual Numeric Limit specified in Table 1;<sup>5</sup> and  
7           c.     where the concentration of any pollutant in any two (2) storm  
8                 water samples from the Facility in a Reporting Year exceeds any  
9                 numeric limit contained in Table 1.<sup>6</sup>  
10          d.     An Exceedance shall constitute a violation of this Consent Decree.

11          23.    Action Plan. As of the Effective Date, and for the remainder of the  
12                 Term, if Defendant has an unauthorized non-storm water discharge in violation of  
13                 Paragraph 12, or storm water samples demonstrate an Exceedance as defined above,  
14                 Defendant shall prepare and submit to LA Waterkeeper a plan for reducing and/or  
15                 eliminating the relevant discharge of pollutants for the Facility and/or achieving  
16                 compliance with the non-storm water discharge prohibition (“Action Plan”)<sup>7</sup>.

17                 However, an Action Plan shall not be required when the BMPs for the applicable  
18                 unauthorized non-storm water discharge or Exceedance for the same pollutant in the  
19                 same drainage area were addressed in a previous Action Plan in the same Reporting  
20                 Year and such BMPs were not yet implemented as of the date of the applicable  
21                 unauthorized non-storm water discharge or QSE sampling that led to the  
22  
23

24                 <sup>5</sup> E.g., there is an “Exceedance” where samples from both sampling points #1 and #2 during the first, second, and third  
25                 QSEs each have concentrations for iron of 1.2 mg/L, 1.1 mg/L, and 1.2 mg/L, respectively, but samples were collected  
26                 for iron during only 3 QSEs during that Reporting Year, because the average of the three samples taken is greater than 1  
27                 mg/L even though the average based on four QSEs would be less than 1 mg/L.

26                 <sup>6</sup> As examples: (i) samples from both Sample Point 1 and Sample Point 2 exceeding the 1.0 mg/L standard for iron on  
27                 December 28, 2024; (ii) samples from Sample Point 1 exceeding the 1.0 mg/L standard for iron on December 28, 2024  
28                 and on March 15, 2025; or (iii) a sample from Sample Point 1 exceeding the 1.0 mg/L standard for iron on December  
28                 28, 2024, and a sample from Sample Point 2 exceeding the 1.0 mg/L standard for iron on March 15, 2025

28                 <sup>7</sup> The “Action Plan” discussed in this Consent Decree is a separate and distinct requirement from any “Action Plan” or  
Exceedance Response Actions discussed in the General Permit.



1 Exceedance.<sup>8</sup> The complete Action Plan shall be submitted to LA Waterkeeper within  
2 thirty (30) days of the unauthorized non-storm water discharge or the receipt of the  
3 laboratory report demonstrating the Exceedance, as applicable.

- 4 a. Action Plan Requirements. Each complete Action Plan submitted  
5 shall include at a minimum: (1) the identification of the  
6 pollutant(s) discharged in excess of the numeric limit(s) and/or the  
7 applicable unauthorized non-storm water discharge; (2) an  
8 assessment of the source of each pollutant exceedance and/or  
9 applicable unauthorized non-storm water discharge; (3) the  
10 identification of additional BMPs that shall be implemented to  
11 achieve compliance with the numeric limit(s) and/or unauthorized  
12 non-storm water discharge prohibition, as well as the design plans  
13 and calculations of these additional BMPs; and (4) time schedules  
14 for implementation of the proposed BMPs. The time schedule(s)  
15 for implementation shall ensure that all BMPs are implemented as  
16 soon as possible, but in no event later than ninety (90) days  
17 following the submission of the Action Plan, unless a later  
18 implementation date is mutually agreed upon by the Settling  
19 Parties. Within seven (7) days of each of the BMPs set forth in the  
20 Action Plan being implemented, Defendant shall confirm to LA  
21 Waterkeeper in writing, with photographs, that such BMP has  
22 been implemented as set forth in the Action Plan.

---

26  
27 <sup>8</sup> For clarity, an Action Plan based on an Exceedance shall be required if: (i) the applicable Exceedance is demonstrated  
28 for a pollutant and/or in a drainage area not addressed in a previous Action Plan in the same Reporting  
Year; and/or (2) when the applicable Exceedance is demonstrated for the same pollutant in the same drainage area as in  
a previous Action Plan in the same Reporting Year and the BMPs in the previous Action Plan were fully implemented  
before the applicable QSE that led to the Exceedance was sampled.



- 1           b.    Action Plan Proposed BMPs. The following BMPs should  
2                   generally be evaluated for inclusion in Action Plans to attain the  
3                   Table 1 levels in the Facility's storm water discharges:
- 4           i.    Hydrologic Controls. Installation of additional berms or  
5                   equivalent structural controls necessary to reduce or prevent  
6                   storm water from flowing off site other than through the  
7                   engineered storm water conveyance system or storm water  
8                   retention or treatment facilities.
- 9           ii.   Sweeping. The increased/more frequent use of sweepers  
10                   and manual sweeping in otherwise inaccessible areas.
- 11           iii. Treatment Systems. Installing additional components or  
12                   systems, or otherwise improving, an advanced storm water  
13                   treatment system, or making changes to the operation and  
14                   maintenance protocols for such system, to provide more  
15                   effective filtration treatment of storm water prior to  
16                   discharge.
- 17           iv.   Evaluation of Existing BMPs. Replacing, rehabilitating, or  
18                   eliminating existing BMPs, taking into account the age of  
19                   the BMPs involved or employed, the engineering aspect of  
20                   the application of various BMPs, and any adverse  
21                   environmental impact of the BMPs.
- 22           c.    Action Plan Review. LA Waterkeeper shall have thirty (30) days  
23                   upon receipt of Defendant's complete Action Plan to provide  
24                   Defendant with comments. Within thirty (30) days of receiving  
25                   LA Waterkeeper's proposed revisions to an Action Plan,  
26                   Defendant shall consider each of LA Waterkeeper's recommended  
27                   revisions and accept them or justify in writing why any comment  
28                   is not incorporated. Action Plan(s) developed and implemented

pursuant to this Consent Decree are an obligation of this Consent Decree. Any disputes as to the adequacy of an Action Plan shall be resolved pursuant to the dispute resolution provisions of this Consent Decree, set out in Section IV below. Disputes regarding the adequacy of a particular BMP shall not impact the schedule for implementing any other BMP set forth in the Action Plan.

- d. Defendant shall revise the then-current SWPPP to reflect the changes required by the Action Plan, as set forth in Paragraph 28.b.i below.
- e. Action Plan Payments. Defendant shall pay Two Thousand Five Hundred Dollars (\$2,500.00) per Action Plan submitted to LA Waterkeeper. Payments are due at the same time that the applicable Action Plan is submitted and shall be made to “Los Angeles Waterkeeper” via certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Barak Kamelgard, 360 E 2nd Street Suite 250, Los Angeles, CA 90012. Failure to submit a payment as required under this Paragraph will constitute a breach of the Consent Decree.

**D. VISUAL OBSERVATIONS**

24. Storm Water Discharge Observations. During the Term, appropriately trained staff of Defendant shall conduct visual observations during the Facility’s operating hours during every rain event of 0.1 inches or more. Such inspections shall comply with all requirements of Section XI.A.2 of the General Permit.

25. Monthly Visual Observations. During the Term, appropriately trained staff of Defendant shall conduct monthly non-storm water visual observations of the Facility. Such inspections shall comply with all requirements of Section XI.A.1 of the General Permit. Such monitoring shall include outfalls, Discharge Points, outdoor industrial equipment and storage areas, outdoor industrial activities areas, BMPs, and

1 all other potential sources of industrial pollutants. All Discharge Points shall also be  
2 inspected for accumulation of dust, sediment, sand, grit, oily substances, oily sheens  
3 upon any standing water, and other materials associated with operations at the  
4 Facility. During the Wet Season, such inspections shall further include observations  
5 of all storm water BMPs that are used only during the Wet Season at the Facility to  
6 ensure that operational BMPs are being implemented, structural BMPs are in good  
7 condition or working order, and that BMPs have been effective in producing clean  
8 conditions at the Facility. Such inspections shall further include observation as to  
9 whether there are any non-storm water discharges from the Facility.

10 26. Visual Observations Records. Defendant shall maintain observation  
11 records, including photographs, to document compliance with Paragraphs 24 and 25.  
12 Such records shall include, the persons who completed the inspection, the date of the  
13 inspection, and notes sufficient to describe the completed activity and observations  
14 thereof, : (i) whether BMPs are in a proper, working condition; (ii) whether any  
15 repair, replacement, or operation and maintenance is needed for any BMPs; (iii) other  
16 conditions that have the potential to lead to pollutant loading in storm water  
17 discharges; and (iv) photographs of all the foregoing. Defendant shall provide LA  
18 Waterkeeper with a copy of those records within fourteen (14) days of receipt of a  
19 written request from LA Waterkeeper for those records.

20 27. Employee Training Program. Within thirty (30) days of the Effective  
21 Date, Defendant shall develop and implement an employee training program that  
22 meets the following requirements and ensures (1) that there is a sufficient number of  
23 employees at the Facility designated to achieve compliance with the General Permit  
24 and this Consent Decree (“Designated Employees”), and (2) that these Designated  
25 Employees are properly trained to perform the activities required by the General  
26 Permit and this Consent Decree (“Training Program”):

- 27 a. Materials. Training materials should include, at minimum, a  
28 detailed Training Manual or Standard Operating Procedure,

1 including drawings and diagrams where appropriate, for reference  
2 and use by Defendant's personnel to ensure effective  
3 implementation of all BMPs at the Facility;

4 b. Language. The training and training materials shall be available  
5 and offered in the language(s) in which relevant employees are  
6 fluent. If necessary, Defendant shall provide a translator or  
7 translators at all trainings where such translation is likely to  
8 improve staff comprehension of the Training Program and  
9 improve compliance with this Consent Decree and the General  
10 Permit;

11 c. Training Frequency. Training shall be provided by a QISP  
12 familiar with the requirements of this Consent Decree and the  
13 General Permit, and shall be repeated as necessary to ensure that  
14 all relevant employees are familiar with the requirements of this  
15 Consent Decree, the Permit, and the Facility's SWPPP. All  
16 relevant new staff shall receive this training before assuming  
17 responsibilities for implementing the SWPPP;

18 d. Sampling Training. Defendant shall designate an adequate number  
19 of employees necessary to collect storm water samples as required  
20 by this Consent Decree, including training to ensure samples are  
21 properly collected, stored, and submitted to a certified laboratory;

22 e. Visual Observation Training. Defendant shall provide training on  
23 how and when to properly conduct visual observations to  
24 Designated Employees;

25 f. Non-Storm Water Discharge Training. Defendant shall train all  
26 Designated Employees at the Facility on the General Permit's  
27 prohibition of non-storm water discharges, so that Designated  
28

1 Employees know what non-storm water discharges are and how to  
2 detect and prevent non-storm water discharges;

- 3 g. Employees. All Designated Employees at the Facility shall  
4 participate in the Training Program annually. New Designated  
5 Employees shall participate in the Training Program within thirty  
6 (30) days of their hiring date; and  
7 h. Records. Defendant shall maintain training records to document  
8 compliance with this Paragraph and shall provide LA Waterkeeper  
9 with a copy of these records within seven (7) days of receipt of a  
10 written request.

11 28. SWPPP Revisions.

- 12 a. Initial SWPPP Revisions. Defendant shall amend the Facility's  
13 SWPPP to incorporate the requirements in this Consent Decree  
14 and comply with the General Permit and submit the complete,  
15 updated SWPPP to LA Waterkeeper within thirty (30) days of the  
16 Effective Date for LA Waterkeeper's review and comment. The  
17 complete, updated SWPPP shall contain, at a minimum, the  
18 following elements:  
19 i. A revised set of site maps that comply with section X.E of  
20 the General Permit and provisions of this Consent Decree,  
21 which, at minimum, shall delineate (1) drainage areas, and  
22 (2) proper Facility boundaries by including the access road  
23 as part of the Facility and excluding the area near the spud  
24 barge that is not part of the Facility;  
25 ii. A revised pollutant source assessment, including all  
26 elements required by section X.G of the General Permit as  
27 well as assessments of the potential for the Facility's storm  
28 water discharges to contain pollutants for which the

Receiving Waters are 303(d) listed and/or have Total Maximum Daily Loads;

- iii. A detailed narrative description and assessment of each industrial activity with the potential to impact storm water quality occurring at the Facility as required by section X.G of the General Permit;
- iv. Descriptions of all BMPs in accordance with section X.H.4 of the General Permit, including without limitation BMPs required by this Consent Decree;
- v. A MIP as required by sections XI and X.I of the General Permit;
- vi. A designation (by position/title) of employees responsible for carrying out storm water management, monitoring, sampling and SWPPP implementation, e.g., visual inspection of each specific area, monitoring each specific BMP, sampling, etc.; and
- vii. A Training Program as described above in Paragraph 27.

b. Additional SWPPP Revisions.

- i. Within thirty (30) days after approval of any Action Plan by LA Waterkeeper (or resolution pursuant to Dispute Resolution), Defendant shall revise the then-current SWPPP to reflect the changes required by the Action Plan and submit the complete, updated SWPPP to LA Waterkeeper for LA Waterkeeper's review and comment.
- ii. Within thirty (30) days after any changes in industrial activities, sources of industrial pollutants, changes to Discharge Points, or changes to sections of the SWPPP identified in the SWPPP as requiring a SWPPP revision

(including but not limited to, changes in Facility contacts or PPT members, changes or additions of BMPs, or changes in or additions of industrial activities that impact storm water discharge), Defendant shall revise the then-current SWPPP to reflect such changes and submit the complete, updated SWPPP to LA Waterkeeper for LA Waterkeeper's review and comment.

c. Review of SWPPP. For any SWPPP updates pursuant to Paragraphs 28.a. and 28.b., LA Waterkeeper shall have thirty (30) days upon receipt of Defendant's complete SWPPP to provide Defendant with comments. Within thirty (30) days of receiving LA Waterkeeper's comments and proposed changes to the SWPPP, Defendant shall consider each of the comments and proposed changes and either accept them or justify in writing why a change is not incorporated. The Parties agree to work in good faith to resolve any disputes with respect to the SWPPP, and any remaining disputes will be resolved through timely initiation of the dispute resolution procedures in Section IV below. Following its incorporation of proposed modification or additions (if any) into each revised SWPPP, Defendant shall upload the revised SWPPP to SMARTS.

**E. COMPLIANCE MONITORING AND REPORTING**

29. LA Waterkeeper may conduct one annual site inspection ("Site Inspection") during each Reporting Year during the Term for the purpose of ensuring compliance with this Consent Decree and the General Permit. In the event of a dispute regarding Defendant's compliance with this Consent Decree, and provided a Site Inspection would be relevant to resolving the Parties' dispute, the Parties agree to meet and confer regarding an additional Site Inspection at Plaintiff's request. Plaintiff



1 shall not unreasonably request, and Defendant shall not unreasonably deny, one  
2 additional Site Inspection. Any Site Inspection shall occur during normal business  
3 hours, and LA Waterkeeper will provide Defendant with at least twenty-four (24)  
4 hours' notice prior to a Site Inspection. For any Site Inspection requested to occur in  
5 wet weather, Plaintiff shall be entitled to adjust timing or reschedule during normal  
6 business hours in the event the forecast changes and anticipated precipitation appears  
7 unlikely, and thus frustrates the purpose of visiting the Facility in wet weather. Notice  
8 will be provided by electronic mail to the individual(s) designated below at Paragraph  
9 57. During the Wet Weather inspection, Plaintiff may request that Defendant collect a  
10 sample of industrial storm water discharge from the Facility's designated industrial  
11 discharge point(s) referenced in its SWPPP, to the extent that such discharges are  
12 occurring. Defendant shall collect the sample and provide a split sample to LA  
13 Waterkeeper. LA Waterkeeper's representative(s) may observe the split sample(s)  
14 being collected by Defendant's representative. LA Waterkeeper shall be permitted to  
15 take photographs or video recording during any Site Inspection.

16 30. Document Provision. During the Term, Defendant shall notify and  
17 submit documents to LA Waterkeeper as follows:

- 18 a. Defendant shall copy LA Waterkeeper, by electronic mail to the  
19 individual(s) designated below at Paragraph 57, on all compliance  
20 documents, monitoring and/or sampling data, written  
21 communications and/or correspondences, or any documents  
22 related to storm water quality at the Facility that are submitted to  
23 the Regional Board, the State Board, and/or any state or local  
24 agency, county or municipality;
- 25 b. Within three (3) business days of receipt by Defendant, send to  
26 LA Waterkeeper, by electronic mail to the individual(s)  
27 designated below at Paragraph 57, any compliance document,  
28 inspection report, written communication and/or correspondence,



1 or any document related to storm water quality at the Facility  
2 received by Defendant from the Regional Board, the State Board,  
3 and/or any state or local agency, county, municipality.

4 31. Compliance Monitoring. Defendant shall partially defray costs  
5 associated with Plaintiff's monitoring of Defendant's compliance with this Consent  
6 Decree during the Term by paying Fifteen Thousand Dollars (\$15,000.00). Payment  
7 shall be made within thirty (30) days of the Entry Date, and within thirty (30) days  
8 after any additional Site Inspection, as applicable. The payment shall be made via  
9 check, made payable to: "Los Angeles Waterkeeper" via certified mail, return receipt  
10 requested to Los Angeles Waterkeeper, c/o Barak Kamelgard, 360 E 2nd Street Suite  
11 250, Los Angeles, CA 90012. Failure to submit payment as required under this  
12 Paragraph will constitute breach of the Consent Decree.

13 **F. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**  
14 **COSTS, MISSED DEADLINES, AND INTEREST**

15 32. Environmentally Beneficial Project. To fund environmentally beneficial  
16 project activities that will reduce or mitigate the impacts of storm water pollution  
17 from industrial activities occurring in waters tributary to the Los Angeles/Long Beach  
18 Harbor, Defendant shall make a payment totaling Thirty Thousand Dollars  
19 (\$30,000.00) to the Rose Foundation made within thirty (30) days of the Entry Date,  
20 payable to the Rose Foundation for Communities and the Environment and sent via  
21 overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607.  
22 Failure to submit payment as required under this Paragraph will constitute breach of  
23 the Consent Decree.

24 33. LA Waterkeeper's Fees and Costs. Defendant shall pay a total of Forty  
25 Thousand Dollars (\$40,000.00) to LA Waterkeeper to partially reimburse Plaintiff for  
26 their investigation fees and costs, expert/consultant fees and costs, reasonable  
27 attorneys' fees, and other costs incurred as a result of investigating and filing the  
28 lawsuit, and negotiating a resolution of this matter within thirty (30) days of the Entry

1 Date. The payment shall be made payable to: Lozeau Drury LLP and delivered by  
2 overnight carrier to Rebecca Davis, Lozeau Drury LLP, 1939 Harrison St., Suite 150,  
3 Oakland, California, 94612. Failure to submit payment as required under this  
4 Paragraph will constitute breach of the Consent Decree.

5 34. Missed Deadlines. In the event that Defendant fails to submit to LA  
6 Waterkeeper any payment, document, report, or communication required by this  
7 Consent Decree, Defendant shall pay a stipulated payment of One Hundred Dollars  
8 (\$100) per day from the date of written notice of missed deadlines. Such stipulated  
9 payments shall be made by check payable to: Rose Foundation for Communities and  
10 the Environment, and such funds shall be used for the sole purpose of funding  
11 environmentally beneficial projects, as described in Paragraph 32. Payment shall be  
12 sent via overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland, CA  
13 94607. Defendant agrees to make the stipulated payment within fourteen (14) days  
14 after the resolution of the event that precipitated the stipulated payment liability.

15 35. Interest on Late Payments. Defendant shall pay interest on any  
16 payments, fees, or costs owed pursuant to this Consent Decree that are not received  
17 by the due date. The interest shall accrue starting the next business day after the  
18 payment is due and shall be computed at a rate equal to the lower of: (i) 10% per year  
19 (0.833% per month); or (ii) the maximum rate permitted by applicable law. Interest  
20 shall continue to accrue daily on any outstanding balance until Defendant is current  
21 on all payments then due under this Consent Decree, and shall be paid at the same  
22 time that the payments, fees, or costs owed are paid to LA Waterkeeper. Interest on  
23 late payments shall be paid by check payable to: Rose Foundation for Communities  
24 and the Environment, and such funds shall be used for the sole purpose of funding  
25 environmentally beneficial projects, as described in Paragraph 32. Payment shall be  
26 sent via overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland, CA  
27 94607.

1 **IV. DISPUTE RESOLUTION**

2 36. This Court shall retain jurisdiction over this matter for the Term for the  
3 purposes of enforcing its terms and conditions, and adjudicating all disputes among  
4 the Parties that may arise under the provisions of this Consent Decree. The Court  
5 shall have the power to enforce this Consent Decree with all available legal and  
6 equitable remedies, including contempt.

7 37. Meet and Confer. Either Party to this Consent Decree may invoke the  
8 dispute resolution procedures of this Section IV by notifying the other Party in  
9 writing of the matter(s) in dispute and of the disputing Party's proposal for resolution.  
10 The Parties shall then meet and confer in good faith (either telephonically or in  
11 person) within ten (10) days of the date of the notice in an attempt to fully resolve the  
12 dispute no later than thirty (30) days from the meet and confer.

13 38. Settlement Conference. If the Parties cannot resolve the dispute within  
14 thirty (30) days from the date of the meet and confer described in Paragraph 37, the  
15 Parties agree that the dispute may be submitted for formal resolution by filing a  
16 motion before the United States District Court for the Central District of California.  
17 The Parties agree to request an expedited hearing schedule on the motion.

18 39. In resolving any dispute arising from this Consent Decree before the  
19 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to  
20 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §  
21 1365(d), and applicable case law interpreting such provisions, or as otherwise  
22 provided for by statute and/or case law.

23 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

24 40. Plaintiff's Waiver and Release of Defendant. In consideration of the  
25 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf  
26 and on behalf of its officers and directors, release Defendant, its officers, directors,  
27 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors  
28 or assigns, agents, attorneys and other representatives, from and waives all claims

1 that were raised in the 60-Day Notice Letter and/or the Complaint up to and including  
2 the Termination Date of this Consent Decree.

3 41. Defendant's Waiver and Release of Plaintiff. In consideration of the  
4 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf  
5 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and  
6 each of their successors or assigns, release Plaintiff, its officers and directors, from  
7 and waives all claims related to the 60-Day Notice Letter and/or the Complaint up to  
8 and including the Termination Date of this Consent Decree.

9 42. Nothing in this Consent Decree limits or otherwise affects Plaintiff's  
10 rights to address or take any position that it deems necessary or appropriate in an  
11 informal or formal proceeding before the State Board, Regional Board, EPA, or any  
12 other judicial or administrative body on any matter relating to Defendant's  
13 compliance at the Facility with the General Permit or the Clean Water Act occurring  
14 or arising after the Effective Date.

15 **VI. MISCELLANEOUS PROVISIONS**

16 43. No Admission of Liability. The Parties enter into this Consent Decree  
17 for the purpose of avoiding prolonged and costly litigation. Neither the Consent  
18 Decree nor any payment pursuant to the Consent Decree shall constitute or be  
19 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,  
20 nor shall it be construed as an admission of violation of any law, rule, or regulation.  
21 Defendant maintains and reserves all defenses it may have to any alleged violations  
22 that may be raised in the future.

23 44. Counterparts. This Consent Decree may be executed in any number of  
24 counterparts, all of which together shall constitute one original document. Telecopy  
25 and/or facsimile copies of original signature shall be deemed to be originally  
26 executed counterparts of this Consent Decree.

27 45. Authority. The undersigned representatives for Plaintiff and Defendant  
28 each certify that s/he is fully authorized by the Party whom s/he represents to enter

1 into this Consent Decree. A Party's signature to this Consent Decree transmitted by  
2 facsimile or electronic mail shall be deemed binding.

3 46. Construction. The language in all parts of this Consent Decree shall be  
4 construed according to its plain and ordinary meaning, except as to those terms  
5 defined in the Permit, the Clean Water Act, or specifically herein. The captions and  
6 paragraph headings used in this Consent Decree are for reference only and shall not  
7 affect the construction of this Consent Decree.

8 47. Full Settlement. This Consent Decree constitutes a full and final  
9 settlement of this matter.

10 48. Integration Clause. This is an integrated Consent Decree. This Consent  
11 Decree is intended to be a full and complete statement of the terms of the agreement  
12 between the Parties and expressly supersedes any and all prior oral or written  
13 agreements, covenants, representations, and warranties (express or implied)  
14 concerning the subject matter of this Consent Decree.

15 49. Severability. In the event that any provision, paragraph, section, or  
16 sentence of this Consent Decree is held by a court to be unenforceable, the validity of  
17 the enforceable provisions shall not be adversely affected.

18 50. Choice of Law. The laws of the United States shall govern this Consent  
19 Decree.

20 51. Diligence. Defendant shall diligently file and pursue all required permit  
21 applications for any required BMPs and shall diligently procure contractors, labor,  
22 and materials needed to complete all BMPs by the required deadlines.

23 52. Effect of Consent Decree. Compliance with this Consent Decree does  
24 not mean that Defendant is complying with the General Permit, the Clean Water Act,  
25 or any other law, rule, or regulation.

26 53. Negotiated Settlement. The Settling Parties have negotiated this Consent  
27 Decree, and agree that it shall not be construed against the Party preparing it, but  
28

1 shall be construed as if the Settling Parties jointly prepared this Consent Decree, and  
2 any uncertainty and ambiguity shall not be interpreted against any one Party.

3 54. Modification of the Consent Decree. This Consent Decree, and any  
4 provisions herein, may not be changed, waived, discharged, or terminated unless by a  
5 written instrument, signed by the Parties and approved by the Court. Any request to  
6 modify any provision of the Consent Decree, including but not limited to any  
7 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before  
8 the existing deadline(s) applicable to the provision(s) proposed to be modified.

9 55. Assignment. Subject only to the express restrictions contained in this  
10 Consent Decree, all of the rights, duties and obligations contained in this Consent  
11 Decree shall inure to the benefit of and be binding upon the Parties, and their  
12 successors and assigns. Defendant shall notify Plaintiff within ten (10) days of any  
13 assignment.

14 56. Force Majeure. Neither of the Parties shall be considered to be in default  
15 in the performance of any of their respective obligations under this Consent Decree  
16 when performance becomes impossible due to a Force Majeure event. A Force  
17 Majeure event is any circumstance beyond a Settling Party's control, including  
18 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,  
19 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,  
20 sabotage, or terrorism; restraint by court order or public authority or agency; or action  
21 or non-action by, or inability to obtain the necessary authorizations or approvals from  
22 any governmental agency. A Force Majeure event shall not include normal inclement  
23 weather, economic hardship, inability to pay, or employee negligence. Any Party  
24 seeking to rely upon this Paragraph to excuse or postpone performance shall have the  
25 burden of establishing that it could not reasonably have been expected to avoid the  
26 Force Majeure event and which by exercise of due diligence has been unable to  
27 overcome the failure of performance. The Parties shall exercise due diligence to  
28 resolve and remove any Force Majeure event.

57. Correspondence. All notices required herein or any other correspondence pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail transmission to the e-mail address listed below, or if electronic mail is not feasible, then by certified U.S. mail with return receipt, or by hand delivery to the following addresses:

If to Plaintiff:

Los Angeles Waterkeeper  
Barak Kamelgard  
Benjamin Harris  
Madeleine Siegel  
360 E 2<sup>nd</sup> St., Suite 250  
Los Angeles, CA 90012  
Email: barak@lawaterkeeper.org  
Email: ben@lawaterkeeper.org  
Email: madeleine@lawaterkeeper.org  
Phone: (310) 394-6162

With copies to:

Rebecca L. Davis  
LOZEAU DRURY LLP  
1939 Harrison St., Suite 150  
Oakland, CA 94612  
Tel: (510) 836-4200  
E-mail: rebecca@lozeaudrury.com

If to Defendant:

Cameron Katebian, Esq.  
Pacific Maritime Group, Inc.  
1444 Cesar E. Chavez Parkway  
San Diego, CA 92113  
[cameron@pacificmaritimegroup.com](mailto:cameron@pacificmaritimegroup.com)  
Phone: (619) 533-7932 Ext. 107

With copies to:

N/A

Notifications of communications shall be deemed submitted three (3) days after the date that they are postmarked and sent by first-class mail, or immediately after acknowledgement of receipt via email by the receiving Party. Any change of address or addresses shall be communicated in the manner described above for giving notices.

58. If for any reason the Federal Agencies should object to entry of this Consent Decree or to any portion of this Consent Decree or the Court should decline to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree within thirty (30) days so that it is acceptable to the Federal Agencies or the Court. If the Parties are unable to



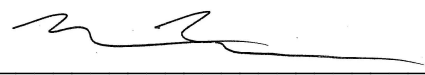
1 modify this Consent Decree in a mutually acceptable manner that is also acceptable  
2 to the Court, this Consent Decree shall immediately be null and void as well as  
3 inadmissible as a settlement communication under Federal Rule of Evidence 408 and  
4 California Evidence Code section 1152.

5  
6 The Parties hereto enter into this Consent Decree and submit it to the Court for  
7 its approval and entry as a final judgment.


8 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree  
9 as of the date first set forth below.

10 APPROVED AS TO CONTENT

11  
12 Dated: 9/17/24, 2024


By:   
Bruce Reznik  
Executive Director  
Los Angeles Waterkeeper

13  
14  
15  
16 Dated: 9/17/24, 2024

By:   
Cameron Katebian, Esq.  
COO and CLO  
Pacific Maritime Group, Inc.


17  
18  
19 APPROVED AS TO FORM

20  
21 Dated: 9/17/24, 2024

By:   
Cameron Katebian, Esq.  
Attorney for Defendant  
Pacific Maritime Group, Inc.

22  
23  
24 LOZEAU DRURY LLP

25  
26 Dated: 9/17/24, 2024

By:   
Rebecca L. Davis  
Attorney for Plaintiff  
Los Angeles Waterkeeper



**IT IS SO ORDERED.  
FINAL JUDGMENT**

Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Plaintiff and Defendant.

Dated: November 5, 2024

CENTRAL DISTRICT OF CALIFORNIA

  
\_\_\_\_\_  
Otis D. Wright II  
United States District Court Judge